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WILLIAM W. HOLDEN,

EDITOR AND PROPRIETOR.

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The Standard.

RALEIGH, SATURDAY, FEB. 14, 1857.

Cape Fear and Deep River Company.—Gross injustice of the Fayetteville Observer towards Gov. Bragg.

One of the Raleigh correspondents of the Fayetteville Observer furnished to that paper of the 5th instant, a lengthy sketch of the debate in the House of Commons on the affairs of the Cape Fear and Deep River Navigation Company; in the course of which he referred to the bill offered by Mr. Gilliam, of Washington, to sell the State's interest in the work just mentioned, and also in the old Cape Fear Company below Fayetteville. This correspondent, misapprehending the facts and the law, although a lawyer, speaks of Mr. Gilliam's bill as a proposition to sell out "all the rights, privileges, and franchises" of the two Companies,—he then states, in italics, that Mr. Gilliam said in the Commons that this bill, thus providing for selling "all rights, privileges, and franchises," had "been submitted to the Governor and met his approbation,"—and afterwards, in a postscript, he adds the following:

"Since writing the above, I have met Governor Bragg, and he assures me the member from Washington had misunderstood what he said to him about his substitute bill. That he objected to selling the franchise below Fayetteville, and was opposed to restricting the State from granting aid to other works leading to the Coal Fields. That if the State would not aid the work, he thought provision should be made to dispose of it in some way. That portion of the bill met his approbation, and that portion only, and he regrets that he was misunderstood by the member. Suffer me to add, that knowing the member from Washington as I do, I am satisfied it was a misapprehension on his part, for he is too noble a fellow to misstate, except upon a misapprehension of what the Governor had said when consulted by him."

This correspondent also states that Mr. Gilliam's bill, which he represents Gov. Bragg as approving, proposed to sell to "Marshall Parks, Addison Burt, and others, for \$200,000," the State being bound to "grant no aid to any other works" leading to the Coal Fields but "to a road to the N. C. Rail Road." And the Fayetteville Observer of the 9th, following this matter up, has an editorial (which we shall notice presently,) which for falsehood, misrepresentation, and sneaking innuendo is altogether worthy of that paper, and of the malicious partizan influences by which it is controlled. And then follows a letter to the correspondent from Gov. Bragg, obviously not intended for publication, but only to point out to this correspondent the particulars in which he had done the Governor injustice.

Now, in the first place, Gov. Bragg did not seek a consultation with Mr. Gilliam on this subject. Mr. Gilliam called on him while he was busily engaged, and the Governor, it is apparent, gave no very full consideration to the subject, in the shape presented by Mr. Gilliam. He gave his approbation to no such measure as that described by the Observer's correspondent,—he did not object to the selling of a "franchise," for the plain reason that such a thing could not have been disposed of by the State; and any such proposition would have been absurd. The bill offered by Mr. Gilliam, and as read to Gov. Bragg, proposed to sell the State's interest in the Cape Fear and Deep River Company, and in the old Cape Fear Company, for the sum of \$500,000. No names of purchasers were read to him. The purchase to be made on condition that the State would not grant any other charter or charters to any rival work to the Coal Fields, nor extend aid to any work already authorized. This condition was objected to by the Governor; and Mr. Gilliam himself was understood to have said, on the floor of the House, at the time he made his statement, that the bill was approved by the Governor, except in one particular, which he did not mention. The only effect of a sale, without the condition, would have been to substitute individuals as stockholders in lieu of and to the same extent as the State. And as the Governor says, in his letter above referred to, published in the Observer—"if nothing was to be done, I did think it best for the State to sell her interest in the Deep River work to private individuals, at a fair price, provided they would go on and complete the work. And, if they would not buy without it, I saw no objection to selling the State's stock in the Cape Fear Navigation Company, so as to give them a voice in the management of the same." What should objection could there have been to that? If the State, failing to prosecute, as she has, the Cape Fear and Deep River work, could have got back the \$500,000 which she has expended there, and if the works could have been finished and the coal developed by individual enterprise, who would have been injured?

The Observer, in the editorial above referred to, says:—"The extraordinary spectacle was there presented of an attempt to drag the party in power into the adoption of an impolitic, inefficient, wasteful measure, which had already been decidedly rejected on a full view of its merits. The Governor and all his officials, from the parlor and the kitchen, assisted by hands of lobby members, generally having a direct pecuniary interest at stake, piled the members, by message, by personal appeals, by speeches, and by threats. And the result was, that the Governor was left in the minority, on a test vote, of 15. Yes, 15 friends out of 50 democrats! And several of the 15 Americans!"

The above, so far as the Governor and his immediate friends are concerned, is unqualifiedly false.—The same paper says, "we now learn" that the Governor "was present" during the discussion in the Commons. He was in the gallery—we saw him there, but not in the lobby. So careful was he to avoid even the appearance of personal interference with the action of the House, that he did not even enter the lobby.

The Observer, speaking of the bill offered by Mr. Gilliam, also says:

"But that outrageous proposition was presented by a gentleman who is represented as not only one of the most honorable, but also one of the most intelligent men in the Legislature, who informed the House, that it had met the approval of the Governor. We have given the Governor the benefit of his disclaimer, which may pass for its full value. But what shall we say of the Governor of the State, who did not at once disavow a bill to perpetrate such a wrong to the people interested in the lower Cape Fear? It is evident that the bill did not originate with Mr. Gilliam. He had no special interest in preparing a bill on that subject. But when Gov. Bragg read the bill, he admits that he did it, it is passing strange that he did not at once so emphatically condemn it, as to induce Mr. Gilliam instantly to abandon it. A simple statement of the truth would have shown Mr. G. that the bill proposed a monstrous outrage. The House saw it at once, when our faithful representative, Mr. Shepherd, exposed its character in a burst of eloquent and indignant patriotism."

Mr. Gilliam is a "noble fellow"—a most "honorable" gentleman; Mr. Gilliam, who conceived, who drew up, and who presented this "outrageous proposition," is every thing pure and noble in the estimation of the Observer and its correspondent; and Gov. Bragg is just the contrary—he alone is to be censured! What could more glaringly show the bitter partizan prejudices of the Observer and its correspondent? Again, that paper is kind enough to give the Governor "the benefit of his disclaimer," but it adds this disclaimer "may pass for its full value." The Editor or the public man who would thus affect to doubt, for party purposes, the sincerity of an honest public servant, deserves only to be scorned and despised.

But "it is evident," says the Observer, "that the bill did not originate with Mr. Gilliam." How evident? Is not all the evidence to the effect that it did originate with him? We were present when he read the bill to Gov. Bragg, and we heard the Governor positively object to certain provisions in it, as stated in his letter to the Observer's correspondent. But was it his duty, under the circumstances, to treat Mr. Gilliam as the Observer insists he should have done? If he had regarded the entire bill as a "monstrous outrage," would he have been justified, according to the commonest rules of courtesy, in telling Mr. Gilliam so in his own office? What power could he have had to "induce Mr. Gilliam instantly to abandon" the bill? Mr. Gilliam was no political friend of his—he had not asked Mr. G. for his plans on the subject, nor had he proposed to consult him with reference thereto. Certainly, in our opinion, the Governor had no idea that Mr. Gilliam would make any allusion to him in connection with the subject, on the floor of the Commons. The Governor had already spoken for himself, in the message which he had sent in, and which appears in our paper to-day; and Mr. Gilliam had no more authority to speak for him than had the Observer and its very "indefatigable" correspondent.

The sum and substance of the whole matter is, that the Governor has been misrepresented and wronged, in order to gratify party feeling and to advance party interests; but the consolation is, that he can bear all this and a great deal more from the same quarter. The Observer will make precious little out of Gov. Bragg or the Democracy, by this, or any other course it may pursue.

Has it never occurred to the Observer, or to its "indefatigable" correspondent, that Mr. Gilliam's bill might have been put in with a view of aiding in the passage of the \$300,000 appropriation bill? We do not so state, simply because we do not know; but we are all entitled to the Yankee privilege of guessing. Let the Observer, in its wisdom, aided by its "indefatigable" correspondent, think of this; but let them think of it discreetly and in a spirit of justice.

"There are more things in heaven and earth, Horatio, Than are dreamt of in your philosophy."

REMAINS OF PRESTON S. BROOKS.—The remains of the Hon. Preston S. Brooks, of South Carolina, reached this city last evening about five o'clock, by the Richmond, Fredericksburg and Potomac Railroad, in charge of a committee of gentlemen from Mr. Brooks' Congressional District, who went on to Washington to convey the remains of their late distinguished and faithful representative to their last resting place in South Carolina. Owing to the lateness of the hour at which the cars arrived from Washington the committee were unable to proceed South until this morning.

A large number of our citizens, upon hearing that Mr. Brooks' remains would reach this city, repaired to the depot.

The Mayor of the city, on behalf of the citizens of Richmond, took charge of the body, and the citizens forming a procession, escorted the remains to the Capitol, where they were deposited for the night in the Hall of the House of Delegates. A detachment from each company of the first regiment of volunteers was detailed to guard the corpse during the night, and to act as an escort to the Petersburg Rail Road Depot this morning.

Rich. Eng. of Wednesday.
A special train from Goldsboro' was expected here on Wednesday morning, with the remains of Mr. Brooks. The "Oak City Guards" turned out, and the Capitol bell was tolled at the time appointed, but the train did not arrive. We learn from the Petersburg Democrat that the remains of Mr. Brooks were carried through that place on Tuesday, on the way to South-Carolina by the Manchester Road.

SEVEN DEADLY SINS, AND NO SALVATION.—There are some sins that not all the perfumes of Arabia can render savory, and which penance nor holy-water can remove. The following are seven of them:

1. Refusing to take a newspaper.
2. Taking newspapers and not paying for them.
3. Not advertising in the paper.
4. Smoking in and prying into the secrets of the sanctum.
5. Making the printing office a loquacious place.
6. Reading the manuscript in the compositor's hands.
7. Sending abusive letters to the editor.

For the first and second offences no absolution can be granted. The fourth is unpardonable. The fifth is death by law. To the balance, especially the seventh, dispensation can be obtained by special agreement.

Against us there can be no such sin as the second above named; but that fifth one!—we have suffered some from it.

"Captions"—Tax on Lecturers.

Our contemporary of the Register very gravely informs us that we "do not understand that portion of the tax bill which imposes a tax on Lecturers, for it is as true as an axiom that such lectures as Mr. Baldwin delivered here will be taxed, under the revenue bill." And the Register, still speaking of Mr. Baldwin's lectures, goes on to say:

"Now, the Standard may not know or appreciate the fact that the 'lectures' are delivered for 'reward,' that it is nevertheless a fact that they are so delivered. Take the last 'case' of lecturing—that of Mr. Baldwin. He lectured for 'reward'; he was invited here by the 'Oak City Guards,' who paid his expenses and paid him a 'reward' in addition thereto, which was well earned, as we can prove by the Standard of this date."

Very well, so be it. The law was no doubt intended to apply to travelling Lecturers, as we had had them in the State previous to its passage. If Mr. Baldwin, or any other Lecturer of his class, should come within the meaning of the law, it will be their own voluntary act. We were not aware, when we penned our former article, that Mr. Baldwin lectured for "reward," but we know it now, and we assure our contemporary that we "appreciate the fact." Mr. Baldwin's business, then, is that of a Lecturer, and we suppose he makes money by it. This being the case, he ought to pay the tax, and pay it cheerfully; for, mark you, Mr. Register, the "captions" and the law both declare that the tax is not imposed on the lectures, but on the Lecturer. It is no "reward" to pay the expenses of a Lecturer; and, therefore, it is not probable that the law will embrace such gentlemen as Mr. Hawks, Gov. Swain, and Prof. Hubbard. The "Oak City" paid Mr. Baldwin's expenses, says the Register, and also a "reward." The inference, therefore, is that he could have paid the \$10 tax for Wake County, and still have made a snug little sum. Gentlemen who lecture for pay, cannot complain if they are taxed. Those who listen to the lectures of Phrenologists, of Mesmerists, and of Prof. McGrath, and the like, are just as much pleased in their way, as are those who have the privilege of hearing Mr. Baldwin; and in a country like this, the law must operate alike upon all classes.

The Rev. John E. Edwards, for example, is invited here to lecture; we merely put a case—we do not know that he is, or will be invited, but we think he should be. He has recently made the tour of Europe, and has prepared a series of lectures devoted to what he saw, and heard, and felt in the old world. We undertake to say, that if he should come, he will fill the Commons Hall for several nights in succession, and that he will produce a profound impression, as few men possess a more versatile genius than he does, or can surpass him as an orator. His lectures would be profitable to the "Oak City" as well as to himself; and our word for it, he would never think of the \$10 tax after he had paid it—that is, provided he accepted a "reward" for his lectures. Nor do we suppose that Mr. Baldwin, or any one else who received a "reward" for lecturing, would complain of the tax. Our youthful contemporary of the Register is "duly grateful" to us for certain information which it was our pleasure to impart to him in relation to "Captions." We are glad to find him teachable, and not captious on the subject of "Captions."

This is a good beginning. We know he is opposed to high taxes, never having been accustomed to them in old Virginia. He reminds us in this respect of a "fellow-being" who published a card in one of the religious newspapers, returning his thanks to the pastor and the authorities of a certain Church, for the privilege which he had enjoyed, without molestation, of walking up and down through that Church, during service, looking for a seat and finding none. Our contemporary has enjoyed life for so long a time in Virginia, untroubled by the tax-gatherer, that he is troubled by the tax-bill which it was the duty of our last Assembly to pass. As the "fellow-being" referred to thanked the pastor for the privilege which he had enjoyed in that Church, so may our contemporary have cause, before he is with us many years, to thank his stars that the taxes are no higher.

CAPE FEAR AND DEEP RIVER.—The stockholders of the Cape Fear and Deep River Navigation Company were in session in this town, from Wednesday to Friday inclusive. A. H. Van Bokkelen was appointed Chairman, and Henry A. London and Henry Nutt Secretaries. After appointing a Committee to ascertain the amount of stock, the meeting adjourned on Wednesday to Thursday. On that day Hon. W. S. Ashe, Col. John McKee, Dr. J. H. Dickson, John D. Williams and Mr. Q. Waddell were appointed a committee to deliberate upon a plan if one can be devised for the prosecution of the works of this company, and any person having any scheme to present, was requested to report the same to said committee.

A Committee of three was appointed to investigate the affairs of the Company, who reported through Mr. Q. Waddell, Esq., at the afternoon session, as follows:

Your committee find the indebtedness of the Company to be \$85,000; of which sum \$30,000 are not due until 1859; leaving a balance of \$55,000; of which \$40,000 are now in judgments, and the remaining \$15,000 soon will be, if not provided for. It therefore becomes an indispensable preliminary that the \$55,000 above mentioned must be provided for by the Company in some way, or the equity of redemption of said property is liable to be sold, which, if attempted, would prevent persons from engaging in the prosecution of the work.

Dr. F. J. Hill, Col. John McKee, Henry Nutt, O. G. Parsley, were appointed a Committee to devise means to relieve the Company from its present troubles. On yesterday this Committee made a report, which was unanimously adopted, the operations of which will, we think, accomplish the object intended. We have more confidence now in the speedy execution of this work, than we have had for many years, and think it very fortunate that the Legislature refused to make any appropriation.

Wil. Commercial.
CAPE FEAR AND DEEP RIVER NAVIGATION COMPANY.—The report of the committee, published in the Journal yesterday, was adopted by the meeting, and a committee appointed to raise \$16,000, for the purpose of paying off the immediate liabilities of the Company. Also, a committee to make a contract, if possible, for the completion of the works. We learn that a fair prospect exists, if it has not already been accomplished, for the raising of the above named sum, which it is said will relieve the Company from its present embarrassments. We also learn that a favorable prospect exists for a contract to be made that will ensure a speedy completion of the works on the river. We hope for the best.

The Postoffice heretofore known as Carolina Female College, has been changed to Ansonville.

The Burdell Tragedy.

The mystery of the murder of Dr. Burdell, in New York City, a week or two since, is still unravelled. The examination of witnesses was still going on before the Coroner, and the excitement was unabated. Dr. Burdell's funeral was attended by an immense concourse. We have no room for any portion of the evidence in the case. The New York Times inclines to the opinion that the murder was committed by some one not connected with the house where Dr. Burdell resided; while the Herald evidently thinks that Eckel and Mrs. Cunningham are the guilty parties. That paper says:

"The more evidence that is taken on the awful tragedy on Bond street, the more clearly is it seen that it was the work of no common hand, if no mere lawless vagrant. In the witnesses whose testimony is given elsewhere cannot be described as directly fastening the charge of murder on this or that person, yet their evidence goes on the one side to narrow very materially the circle within which the culprit must be sought, and on the other to lessen the improbability that a person in a station where murderers are supposed to be uncommon would have taken the life of the late Dr. Burdell. There is a risk and a responsibility in giving expression, at this early stage in the inquiry, to the suspicions that ferment in the public mind. It is possible that those whom the public eye now regards as guilty may prove simply unfortunate. But we are bound to say that up to this moment the burden of the testimony taken is frightfully against John J. Eckel and Emma Augusta Cunningham."

They may be innocent, and heaven knows we hope they are. But it is, to say the least, an unfortunate thing that Mr. Eckel should have gone out before breakfast that morning, and should have deposited in his private desk a paper which would seem to have been purloined from Dr. Burdell. It is unfortunate that he should have been on such terms with the woman Cunningham as to lead the household to regard her as an indiscreet mother to grow up daughters. And it is still more unfortunate that he should have allowed expressions of ill will towards the deceased to escape him, to which the present conjuncture imparts an awful significance. As for the unhappy female over whom the public wrath now impends, every circumstance connected with her is unfortunate. She had a husband, who died suddenly in his chair, leaving a policy of insurance for \$10,000 in favor of his wife. Was he poisoned? We must dig his body up. She led a life after his death which is described in the evidence of the witness Hildreth; a life evidently calculated to harden her heart and steel her nerves. Her acquaintance was such as no honest woman would willingly keep. Arrived at a mature age, and not destitute of those artificial charms so carefully cultivated by the women of the meretricious life, she refused, she met, ensnared, and conquered Dr. Burdell. Entering his house as his mistress, she sought to assert a control over him against which the passionate and crabbed temper of the doctor rebelled. He gave her money. He gave her a home. He took in his daughters. He lodged her friend Eckel. Not content with all this, the woman Cunningham insisted that he should marry her. He refused, and she sued him. Burdell, an angry, but not a persevering biter, capitulated; on certain conditions, among which is one that he shall "extend to Mrs. Cunningham and her family his friendship through life," and another that he shall rent her his rooms at half their value, she withdraws the suit. Burdell confesses that from the woman to whom he has vowed himself, he shall marry her. He refuses, and she sues him. Burdell, an angry, but not a persevering biter, capitulates; on certain conditions, among which is one that he shall "extend to Mrs. Cunningham and her family his friendship through life," and another that he shall rent her his rooms at half their value, she withdraws the suit. Burdell confesses that from the woman to whom he has vowed himself, he shall marry her. He refuses, and she sues him. Burdell, an angry, but not a persevering biter, capitulates; on certain conditions, among which is one that he shall "extend to Mrs. Cunningham and her family his friendship through life," and another that he shall rent her his rooms at half their value, she withdraws the suit. Burdell confesses that from the woman to whom he has vowed himself, he shall marry her. He refuses, and she sues him.

These mortgages were executed, as I believe, in exact accordance with the provisions of the act, were approved by the Governor and Attorney General, duly registered, and are now on file in the Executive office.

But there seems to be some misapprehension as to the rights of the State and the duty of the Governor as her trustee, in case of failure by the company to meet the interest as it falls due upon the endorsed bonds.

An examination of the act and of the mortgage will show that the Governor, in such case, is authorized only to appoint an agent and receiver to collect the tolls and pay the interest.

The difficulty is, that in the present state of the works there are no tolls to collect.

A further examination of the 7th section of the act and of the mortgage which conforms thereto, will show that the Governor is only authorized to sell the property and works of the company, on failure of the company "to pay off and redeem the principal of said bonds at such times and in such amounts as shall be due, according to the tenor of said bonds."

In other words, no sale can be made under the State's mortgage without the consent of the stockholders, prior to the first of January, 1855; after which, on non-payment by the company, a sale might be effected, and the act provides that "the proceeds of such sale shall be applied, first to pay off and redeem the whole amount of principal of said bonds and all interest then due, and to pay the excess to the president and directors of the company."

Thus it will be seen that the State cannot take charge of the work by an agent so as to realize any thing to pay the interest, nor can she now foreclose her mortgage.

The work may be sold at the time indicated under the mortgage, to individuals.

It may be proper for me to add that there are no judgments and executions against the company to a large amount; but how much I am not prepared to say, obtained subsequent to the execution of the mortgage to the State. It is insisted by the parties concerned, that they can now sell the equity of redemption on the work of the company on the river, being real estate.

Under existing circumstances, there being already too many mortgages upon the works, and from the very nature of the interest and kind of property proposed to be sold, I incline to the opinion that nothing would pass by such a sale. But in this I may be mistaken, as the question is one of difficulty; at all events it would result in litigation, and the State would, in the end, be appealed to as a stockholder in the company, to pay the debts.

In view of the fact that the affairs of this Company have been brought prominently before both branches of the General Assembly at this session, and that there has been action upon the same, I do not deem it decorous on my part to indicate any opinion of my own as to the measures which should be adopted under the circumstances.

Believing, however, that there was some misapprehension prevailing as to the rights of the State, and as to my duties under the mortgages executed for her benefit, I have considered it my duty to make this communication, so that the facts may be brought to your notice.

Unless it is the opinion of the General Assembly that it will be best for the State to abandon the work, it seems to me that some measure should if possible, be adopted at this session, to protect the State's interest, which is now large as a stockholder, but much larger as endorser of the bonds of the company.

Executive Message on the Cape Fear and Deep River Navigation Company.

To the Honorable, the General Assembly of the State of North-Carolina:

I deem it my duty to lay before you some facts in relation to the Cape Fear and Deep River Navigation Company, in which the State is largely interested, not only as a stockholder, but as endorser to the company.

I do not trouble you with any communication at this late period of your session, and when it is about to close, but for the reason that I fear that there exists some misapprehension as to the real state of affairs, so far at least as the State is concerned.

By the act of 1852-'53, the capital stock of the company was increased to the sum of \$550,000, and the State agreed to pay \$80,000 provided individuals would pay the sum of \$470,000. By section 5th of said act, it was further provided "that if the sum of \$120,000 should be found insufficient to complete said improvement, an additional sum of \$30,000 may be raised by said company, either by procuring subscriptions of stock on the part of individuals, so as to increase the capital stock to \$500,000 by this act authorized, or to issue bonds in the name and behalf of the company, signed by the president, with the corporate seal of the company, and countersigned by its treasurer, in such sums, not exceeding \$30,000, and upon such terms as the president and directors shall and may prescribe, and the said president and directors are hereby authorized to pledge the net proceeds arising from tolls or the property of the company for the redemption of said bonds."

I am informed that by virtue of this provision the company made bonds to the amount of \$27,600, to which sundry individuals are sureties, and raised the money on them, and that the interest was to be paid semi-annually, and the principal about the first of January, 1859, and that a mortgage was made early in the year 1854, pledging the profits of the company to pay the interest as it might accrue, and upon all the property of the company, including its works on the river, the principal and style of the mortgage as might remain due when the principal became due, and providing for a sale of the property and works of the company, when the said bonds matured, unless the principal and interest then due should be paid.

I endeavored to procure a copy of this mortgage some time since from a gentleman connected with the company, to secure the principal and style of the mortgage as might remain due when the principal became due, and providing for a sale of the property and works of the company, when the said bonds matured, unless the principal and interest then due should be paid.

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MARRIED.

On the 24 of December, by B. C. Richardson, Esq., Mr. Wesley Hubbard to Miss Nancy Atkins. Also, on the 6th January, by B. C. Richardson, Esq., Mr. Neeldham Price to Miss Elizabeth Woodell, all of Johnston County.

DIED.
Near Fayetteville, on Thursday evening the 29th, Lizzie Jones, youngest child of Hon. J. G. Shepherd, aged 2 years and 5 months.

In Fayetteville, on the 6th inst., Willie Edwin, only son of Wm. J. Yates, aged 2 years and 2 months.
In Greensboro' on the 2d inst., Mrs. Elizabeth S. Rankin, wife Wm. S. Rankin, Esq.

In this City, on the 6th inst., after a brief illness, Miss Mary Whitte, aged about 45 years. The deceased was endowed by nature with a sound intellect and good heart,